

## Agreement

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the undersigned, the undersigned agree as follows:

Alex Feerer and Maya Feerer ("Sellers") own a residential condo located at 220 Lombard St Unit 823 San Francisco, CA 94111 (APN: 0060-087). The Sellers agree to sell this property to Mikhail Brodsky and Tatyana Brodsky ("Buyers") for \$2,200,000 per the attached sales agreement (Exhibit A). No furniture is included in the sale of this property, nor in the possible repurchase of this property by Sellers at a later date.

Buyers may do anything they please with the subject property – live in it, rent it or sell it. Within 24 months of close of escrow (COE), Sellers shall have a nontransferable option to repurchase the subject property for \$2,300,000 net to Buyers. "Net to Buyers" in this instance means that all expenses incurred by Buyers related to this property from COE to repurchase by Sellers shall first be reimbursed to Buyers upon repurchase of the subject property by Sellers for \$2,300,000.

Said expenses shall include but not be limited to interest on any loans used to purchase the subject property, all real estate taxes, homeowner's association dues, insurance expenses, maintenance expenses, real estate management and brokerage fees, real estate transfer taxes, title and escrow expenses, legal expenses and any other expenses connected to the subject property from COE to the date of repurchase. Any rental income received from the subject property shall reduce/offset the expenses just mentioned.

In the event Buyers sell the subject property to a third party within 24 months of COE, they will share any net profits from said sale in excess of \$2,300,000 with Buyers on a 50/50 basis. The expenses and offset rental income as described above to be deducted from any sales proceeds



of a sale within 24 months to arrive at "net profits" to be shared shall be those described in the previous paragraph.

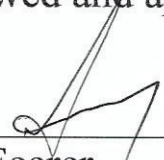
Buyers are under no obligation to communicate with Sellers during the 24 months period after COE, unless Sellers contact Buyers with notice that they are exercising their right to purchase the property for \$2,300,000 as described elsewhere in this Agreement during the 24 month period, or Buyers have sold the property to a third party within the 24 month period as described elsewhere in this Agreement.

In the event there is a legal dispute involving this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys fees in addition to any other award.


The undersigned have had the opportunity to have this Agreement reviewed by legal counsel of their choice and none of the undersigned shall be deemed to be the drafter of this Agreement.

THIS IS A LEGALLY BINDING AGREEMENT.

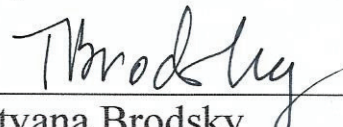
Reviewed and approved:

  
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Alex Feerer

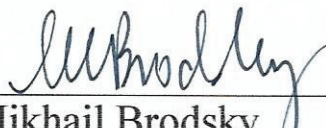
Date: 11/11/2019

  
\_\_\_\_\_  
Maya Feerer

Date: 11/11/2019

  
\_\_\_\_\_  
Tatyana Brodsky

Date: 11/11/2019

  
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Mikhail Brodsky

Date: 11/11/2019